



**CONTRACT DOCUMENTS FOR  
24ITB1335637A-JWT**

**Sanitary Sewer Easement Maintenance**

**For  
Public Works**

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*Exhibits*

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

## CONTRACT AGREEMENT

Contractor: **Mariana Enterprises, LLC. dba Ed Castro Landscape**

Contract No.: **24ITB1335637A-JWT, Sanitary Sewer Easement Maintenance**

Address: **1125 Old Ellis Road**  
City, State **Roswell, GA 30076**

Telephone: **770-998-8444**

Email: [jdavis@edcastro.com](mailto:jdavis@edcastro.com)

Contact: **James Davis**  
**President**

This Agreement made and entered into effective the 29th day of January, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **Mariana Enterprises, LLC dba Ed Castro Landscape**, hereinafter referred to as **"Contractor"**, authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Public Works department hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Contractor to perform To Provide Sanitary Sewer Easement Maintenance hereinafter, referred to as the **"Project"**.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on January 29, 2025 and 25-0077.

## ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform To Provide Sanitary Sewer Easement Maintenance. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

## ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

## ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

## ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 29<sup>th</sup> day of January 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2025. The Commencement

Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith,

then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

#### ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$382,764.50, (Three Hundred Eighty Two Thousand Seven Hundred Sixty Four Dollars and Fifty Cents), which is full payment for a complete scope of work.

#### ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.



## ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

#### ARTICLE 18. **INDEMNIFICATION**

**18.1 Non-Professional Services Indemnification.** Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual

or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

#### **18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

#### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of

County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

#### ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

## ARTICLE 27. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

## ARTICLE 28. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works  
Director  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-7400  
Email: [david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
Attention: David Clark

### **With a copy to:**

Department of Purchasing & Contract Compliance  
Director  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Mariana Enterprises, LLC dba Ed Castro Landscape  
1125 Old Ellis Road, Roswell, GA 30076  
Telephone: 770-998-8444  
Email: [jdavis@edcastro.com](mailto:jdavis@edcastro.com)  
Attention: James Davis



## ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

## ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The

Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

1) Vendor Information

- a. Vendor Name
- b. Vendor Address
- c. Vendor Code
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any

association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

Signed by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Signed by:

*Denval Stewart*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Clark*

David Clark, Director  
Public Works

CONTRACTOR:

**MARIANA ENTERPRISES, LLC**  
**dba Ed Castro Landscape**

*[Signature]*  
James Davis  
President

ATTEST:

*[Signature]*  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

*[Signature]*  
Notary Public

County: Fulton

Commission Expires: 11/6/2027

(Affix Notary Seal)



ITEM#: _____	RCS: _____	ITEM#: <u>25-0077</u>	RM: <u>01/29/2025</u>
RECESS MEETING		REGULAR MEETING	

# **ADDENDA**



Date: November 25, 2024

Project Number: 24ITB1335637A-JWT

Project Title: Sanitary Sewer Easement Maintenance

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

- Please use updated Bid Form

**ADDENDUM NO. 1**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No. 1, 5th day of December, 2024.

Mariani Enterprises, LLC dba Ed Castro Landscape

Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

President

Title





Date: November 25, 2024

Project Number: 24ITB1335637A-JWT

Project Title: Sanitary Sewer Easement Maintenance

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

- The solicitation due date has changed. The new solicitation due date will be Friday, December 6, 2024 at 11:00 AM.

## **ADDENDUM NO. 2**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No. 2, 5th day of December, 2024.

Mariani Enterprises, LLC dba Ed Castro Landscape

Legal Name of Bidder/Proposer

A handwritten signature in blue ink, appearing to be "J. M. Castro", is written over a horizontal line. Below the line, the text "Signature of Authorized Representative" is printed.

Signature of Authorized Representative

President

Title



Date: November 25, 2024

Project Number: 24ITB1335637A-JWT

Project Title: Sanitary Sewer Easement Maintenance

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

- The Bid Form has been updated and this is the Bid Form that is to be used.  
**Do not** use the Bid Form that is associated with Addendum #1.

### **ADDENDUM NO. 3**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No. 3, 5th day of December, 2024.

Mariani Enterprises, LLC dba Ed Castro Landscape

Legal Name of Bidder/Proposer



Signature of Authorized Representative

President

Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

# SCOPE OF WORK

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The Contractor shall provide

## PART 1 – GENERAL

### 1.01 SCOPE

1. The work to be performed under this contract shall consist of Sanitary Sewer Easement Maintenance for the Department of Public Works easement areas and associated facilities. Fulton County is approximately 75 miles long and covers an area of approximately 530 square miles; this area includes the City of Atlanta which is located at the center of the County. The County's wastewater collection system is divided into two systems, the North Fulton sanitary sewer system and the South Fulton sanitary sewer system. These two systems are physically separated by the City of Atlanta. The City of Atlanta has an area of approximately 126 square miles and maintains its own sewer system. Fulton County Department of Public Works provides sewer services for the rest of the County, an area of approximately 404 square miles. The County's wastewater collection system includes thirteen defined sewer basins in North Fulton and five defined sewer basins in South Fulton. The sanitary sewer system serves approximately 106,100 residential and commercial customers. The Department of Public Works maintains about 2,200 miles of sewer, 69,000 manholes and 46 pump stations. The majority of the sanitary sewer lines, manholes and pump stations are located within a sanitary sewer easement on private property. Typically, the easements are 20 feet wide measured 10 feet from either side of the centerline of the pipeline. However in some cases these parameters vary. The easement area shall be selected and assigned by the Department of Public Works personnel.
2. The work shall include the furnishing of all implements, machinery, equipment, tools,



materials, transportation, labor and all incidentals required for the safe implementation and completion of the work. The Contractor shall obtain a right-of-entry should one be needed to access an easement or portion of an easement.

3. Easements that will be encountered under this contract can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at county owned facilities.

## **PART2-PERSONNELAND EQUIPMENT**

### **2.1 PERSONNEL**

1. The Contractor's personnel, including subcontractors, will have photo identification (ID) in their possession at all times. When possible, the photo ID should be worn so it is readily visible. The ID should include the person's name, company affiliation, and company phone number.
2. The Contractor shall provide qualified supervision of each crew at all times while working under this contract. The individual who is authorized and referred to herein as the "supervisor" shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; reading and understanding the contract; and receiving and carrying out directions from the County. The County will make no additional compensation for this individual. Failure of the supervisor to act on County directions may be sufficient cause to give notice of default to the Contractor unless such directions would create personal injury or a safety hazard.
3. The supervisor also will serve as the Contractor's representative on issues and matters that arise in the easement areas, including coordinating work with the property owners and responding to any public complaints. There shall be at least one person in a position of responsibility representing the Contractor on site at all times, who is capable of communicating with the public, the County representative, and the

Contractor's workforce .

4. The quantity of work listed on the Bid Schedule may require multiple crews working at one or more locations at the same time.
5. The Contractor shall supervise and direct the work using the Contractor 's best skill and attention. The Contractor shall enforce strict discipline and good order among its employees at all times during the performance of the work. The County may, by written notice, require the Contractor to remove any employee from the work who is deemed by the County designated representative to be incompetent or not performing up to the standards set forth in this invitation.
6. The contractor 's employees shall behave in a respectful manner at all times while on the job site and shall refrain from objectionable behavior and language. The employees are to confine themselves to the easement and will not move, disrupt, or destroy items outside of the easement.

a. **EQUIPMENT**

1. The Contractor shall possess, or have available by formal agreement at the time of bidding, the equipment required on the Bid Schedule and any other necessary equipment and tools required to perform the work as outlined in these specifications.
2. All equipment used in this project shall be subject to routine County inspection. Any equipment found to be unsuitable for use in the opinion of the County must be properly repaired or replaced.
3. The Contractor shall utilize the proper equipment and personnel based upon the work required and the surrounding land uses. The Contractor will protect the health of the Contractor 's personnel, County personnel, and the public's at all times. The Contractor will protect all property at all times.
4. The Contractor shall comply with all O.S.H.A. regulations applicable to the work (refer to [www.OSHA.com](http://www.OSHA.com)\_for complete listing.) The Contractor's employees shall wear and utilize all O.S.H .A. required safety equipment while performing this work including, but not limited to, safety helmets, safety glasses, face shields, steel toe or composite toe safety shoes, reflective and fluorescent traffic safety vests, gas detection, and confined space entry equipment, chain saw chaps, etc.

5. The Contractor is responsible for complying with all applicable federal, state, county, and municipal policies, procedures, and laws relative to the work outlined in this contract.
6. The County shall have the right to suspend operations if, in its opinion, the work is not being conducted in a safe manner. Failure to comply with mandated safety regulations shall result in a meeting with the County's Risk Management to discuss and rectify lack of compliance. Repeated or flagrant safety violations may constitute grounds for contract termination.

### **PART 3 - EXECUTION OF THE WORK**

#### **1.1 TRAFFIC**

The Contractor shall not obstruct traffic along and across major through streets or intersections thereof during the hours of 7:00 AM. to 9:00 AM. and 4:00 P.M. to 6:00 P.M., Monday through Friday.

The flow of traffic will be maintained at all times during Easement Maintenance activities by permitting at least one lane of traffic to move through the easement area. The Contractor shall seek approval from the County or local authorities having jurisdiction over the work for any road and lane closure. The Contractor shall furnish all flagmen, warning signs, barricades, and lights necessary to control the traffic and protect the public at no additional cost to the County. All traffic control devices shall meet and be installed per the Manual on Uniform Traffic Control Devices (MUTCD.)

## **1.2 SAFETY PRECAUTIONS**

The Contractor shall be solely responsible for safety and control within the work site and shall take the necessary precautions to protect employees and the public.

## **1.3 COMMUNICATION**

1. The Contractor shall furnish the Supervisor and each Field Crew Leader with equipment in order to facilitate a means of two-way communication with the County during normal working hours.
2. Before 7:00 AM each work day the Contractor will contact the County to advise when and where crews will be working that day. This communication typically will be accomplished via e-mail to the County's Representative. Work may not commence unless this notification takes place.
3. Field related work requiring the assistance of County personnel must be scheduled a minimum of 48-hours in advance.
4. The Contractor will provide public notification of all field activities. The Contractor will provide these notifications per the specifications or County's directive. Unless, otherwise stated in the specifications, notifications will, at a minimum, be 48-hours in advance and, at a minimum, be in the form of a door flyer.
5. The Contractor will be responsible for communicating with property owners prior to entering onto their property, removing fences, etc. If a conflict with a property owner arises concerning the work, the Contractor shall notify the County Representative immediately of the situation.
6. All vehicles used in the field must have a temporary or permanent company logo on both the driver and passenger side of the vehicle that is easily read from a distance.

#### **1.4 CLEANING**

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by maintenance operations and shall present a neat, orderly, and workmanlike appearance at all times. All debris from the work site shall be cleaned up each day before the work crew leaves. Section 01710 provides more detailed requirements for site cleaning.

#### **1.5 SUPERVISION**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the County or its authorized representative. All work pursuant to this contract shall be performed in a skillful and competent

#### **1.6 INSPECTION**

The County will inspect the work done under this contract and is authorized and empowered to reject and refuse all work, the methods of application or any part thereof, in fulfillment of the contract, that does not comply in kind, quality, quantity, time, or place with the Contract Documents. Fulton County does not commit to having full time inspection of the work while in process. Any lack of inspection will in no way relieve the Contractor of responsibility and liability to provide quality workmanship in accordance with the specifications.

#### **1.7 WORKING HOURS**

The contractor's operations shall be restricted from 7:00 AM to 7:00 PM, Monday through Friday, unless otherwise approved by the County or local authorities having jurisdiction over the work area.

#### **1.8 PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection of all public and private property on and adjacent to the work, and shall use every

reasonable precaution necessary to prevent damage during the Easement maintenance activities. The Contractor shall be responsible for all damage or injuries to property of any character resulting from any act, omission, negligence, or misconduct in the implementation of the work. It will be the Contractor's responsibility to rectify any direct or indirect damage or injury caused to private or public property on or by account of any act, omission, negligence, or misconduct in the implementation of the work. The Contractor shall make good such damage or injury in a manner acceptable to the owner of the private property and to the County at no additional cost to the County.

#### **1.9 EASEMENT ACCESS**

The Contractor will enter and exit the work sites by making use of roadways, drives, or across grounds and routes established or designated by the County. If additional access is necessary across private property, the County will negotiate and obtain the necessary access. At no time will the Contractor obtain access to an easement without the knowledge and consent of the County. Additional access for the convenient use of the Contractor shall be his responsibility.

#### **1.10 PUBLIC NOTIFICATION**

The Contractor will be responsible for communicating with property owners prior to entering onto their property. If a conflict with property owners arises concerning the work, the Contractor shall notify the County Representative immediately.

### **PART 4-OTHER CONTRACTS**

1. It is understood and agreed that the Contractor shall execute the Work in such manner and in such order as will not interfere with any work in process, and will permit the County to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on, or about the Work herein described, with the least interference possible and with complete cooperation whenever it is desirable to implement said work, either simultaneously with the Work under this contract or otherwise.
2. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the County on account of any work performed by the County or other contractors that in any way affects the Work under this contract, provided that such work of the County and other contractors shall, in the opinion of the Department of Public Works, be performed in a proper and expeditious or a necessary manner. The Department of Public Works shall decide all questions between the Contractor and any other contractors, and the order of carrying on the Work shall always be subject to its discretion and approval.

3. If, in the judgment of the Department of Public Works, the County and one or more contractors, or by two or more contractors working on different contracts at the same time actually impedes progress on the Work herein described, then, upon recommendation of the Department of Public Works, the County may extend the time for the completion of the work and in an amount in accordance with the compensation for the delays so caused.
4. In the opinion of the Department of Public Works if the Contractor, by Contractor's own acts or the person or persons in Contractor's employ, shall delay unnecessarily the work of the County or other contractors, by not properly cooperating with them, or by not according them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, all costs and expense incurred by such parties due to any such delays, and hereby authorizes the County to deduct the amount of such cost and expenses from any moneys due or to become due the Contractor under this contract. Nothing contained in this paragraph shall, however, relieve the Contractor from any liability resulting from any damage because of such delay or delays to the County.

#### **PART 5 - CONTRACTOR'S RESPONSIBILITY**

- A. The Contractor will submit a schedule to the County for every task assigned through a Task Order. For most projects, this will be a simple schedule done in Microsoft Project, or similar. This schedule will be non cost loaded, non-critical path. The schedule shall show the task to be performed as outlined in the scope of services including, but not limited to, milestone dates for each task and each deliverable, list of major events, and schedule of reviews and meetings with the County.
- B. The Contractor shall identify a contact person or persons who shall be on call 24-hours per day, 7-days per week during the life of the project. The Contractor's contact person or persons are responsible for knowing the general location of all field crews every day and must have the means of getting in contact with them within 15 minutes.
- C. The Contractor shall not operate County valves, hydrants, manholes, pump stations, or any other facilities/appurtenances without County employees present and assisting in the operations. The one exception to this policy is the obtaining of potable water for the purpose of

cleaning. This water must be obtained via a County supplied meter and the Contractor cleaning truck must be permitted by the County as having the correct backflow prevention devices.

- D. The Contractor shall provide metal detectors, probe rods, and other equipment to assist in the locating of buried utilities. The cost of the detectors and other equipment will be included in the Contractor's Unit Prices.
- E. The Contractor shall not enter any areas outside of work area except upon written direction from the County.
- F. All field crews must be under the direction of a Supervisor who is fully knowledgeable of this specification and the contractor's procedures, work methods and operations. This person will be responsible for the overall operations of the contractor's workforce. The Supervisor must visit the project daily and perform site checks on their personnel and subcontractors, meeting with the field crew leaders as well as checking on the status and progress of the project. No additional compensation for this individual will be made. The Supervisor must be capable of communicating effectively with the County.
- G. All Field Crews must have a Field Crew Leader. The field crew leader must be with the crew when the crew is working. Each field crew leader can have only one crew. The Field Crew Leader must be capable of communicating effectively with the County and property owners.
- H. The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall enforce strict discipline and good order among its employees at all times during the performance of work.
- I. The Contractor shall be responsible for all damage or injury to property of any magnitude or character resulting from any acts, omission, negligence, or misconduct in the prosecution of work. When any direct or indirect damage or injury is done to private or public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property to the County.
- J. The Contractor shall adhere to strict observance of easement boundaries and flag all easement widths to ensure work does not encroach on private property. Easements are typically twenty (20) feet wide centered over the sewer mains, but the measurement may vary. The widths on the easement of a project must be verified from County Personnel.



- K. The Contractor will enter and exit work sites by making use of roadways, easements, drives or across grounds or routes established or designated by the County. If additional access is necessary for the Contractor's convenience the Contractor will be required to negotiate and obtain any access across private property.
- L. The Contractor will be required to re-establish any existing drainage ditches or easements impacted during the work. The Contractor is required to provide for creek crossings as required for equipment and return the property to the prior existing condition when the work is completed.
- M. The Contractor will be responsible for the removal and re-installation of existing fences. The Contractor shall notify the County representative forty-eight (48) hours in advance of the removal. The Contractor will not begin fence removal until approved by the County. After the work is completed, the Contractor shall restore the fence to its original condition. In the event a temporary fence becomes necessary for animals or livestock control, the Contractor will install the fencing. Should these procedures not be allowed, the Contractor is responsible for all damages and/or expenses that occur because of non-compliance or negligence.
- N. Ornamental shrubs, Trees, or other Landscaping Vegetation: Whenever ornamental shrubs, trees or other landscaping vegetation other than grass require removal, the Contractor shall make a request for the removal to the County representative forty-eight (48) hours in advance of planned removal. The County representative shall notify the affected property owner and provide instructions to the Contractor concerning removal. The Contractor will not begin removal until the County gives approval.
- O. The Contractor is responsible for complying with all applicable federal, state, county, and all municipal policies, procedures, and laws relative to this contract work.

## **PART 6 - SURVEY DATA AND PHOTOGRAPHY**

- A. Existing data is to be utilized to the fullest extent possible to avoid spending time and funds in collecting data already available. Data that is available through the County will be provided to the Contractor at no cost.
- B. The County encourages the use of the GIS databases and GPS surveying techniques to assist the Contractor in determining locations in the field and in obtaining information (such as County facility ID numbers, manholes, etc.) on the County's utility system. Unless specifically allowed for in a particular project, no additional payment will be made for the Contractor's use of GIS or GPS.

Digital Photography/Videos: The Contractor shall take digital photos and digital video to document the existing conditions of a citizen's property (including but not limited to, easement area, fence, ornamental shrubs, trees, manicured lawns, curbs, sidewalks, driveways) that may be impacted by the Contractor's activities. The Contractor will hold the photos and videos in the event of a claim by a citizen. At the end of completion of each work, the Contractor shall take another set of photos and video representing the same views taken prior to construction. Provisions for photographs and videos shall be in accordance with Section 01320 of the Contract Documents.

## **PART 7 - EASEMENT CLEARING**

- A. Easements that will be encountered can vary from wet, low lying next to creeks, streams and rivers, to easements in fully developed neighborhoods and business districts, to easements on sloped embankments, or work at county owned facilities.
- B. The easements to be cleared will be selected and assigned by Fulton County Department of Public Works personnel.
- C. On property where the owner has maintained the easement, no tree/s will be removed without the written permission of the County.
- D. The County will rate Easements or portions of an easement per the following:
  - a) "Mow" includes all vegetation and trees up to 2-inches in diameter,
  - b) "Light" includes all vegetation and trees up to 4-inches in diameter,
  - c) "Moderate" includes all vegetation and trees up to 8-inches in diameter,
  - d) "Medium" includes all vegetation and trees up to 14-inches in diameter,
  - e) "Heavy" includes all vegetation and trees up to 20-inches in diameter and
  - f) "Extra heavy" includes all vegetation and trees greater than 20-inches in diameter.

All ratings include hand clearing around manholes, stream banks, and other obstructions. All ratings include taking all cleared items, including tree stumps, to ground level, and disposal off site

E. Selective Tree Removal: Whenever trees are located within an easement and will hinder or obstruct clearing and maintenance work, the County may approve selective tree removal. The Contractor shall be responsible for obtaining written County approval before performing selective tree removal. Trees to be removed must be documented, including DBH, and signed by the County Representative prior to removal. Trees removed without this documentation will not be billable.

F. Trees for potential selective clearing will be categorized as follows:

- a) "Selective Tree-4.1" includes trees greater than 4 to 8-inches in diameter,
- b) "Selective Tree-8.1" includes trees greater than 8 to 14-inches in diameter,
- c) "Selective Tree-14.1" includes trees greater than 14 to 20-inches in diameter,
- d) "Selective Tree-20.1" includes trees greater than 20 to 26-inches in diameter
- e) "Selective Tree-26.1" includes trees greater than 26-inches in diameter All selective tree removals include removal to ground level.

G. Tree stumps for potential grinding will be categorized as follows:

- a) "Stump Grinding-4.1" includes trees greater than 4 to 8-inches in diameter
- b) "Stump Grinding-8.1" includes trees greater than 8 to 14-inches in diameter
- c) "Stump Grinding-14.1" includes trees greater than 14 to 20-inches in diameter
- d) "Stump Grinding-20.1" includes trees greater than 20 to 26-inches in diameter
- e) "Stump Grinding-26.1" includes trees greater than 26-inches in diameter

H. The Contractor will meet with the County Representative to review the rating and potential selective tree clearing of each easement prior to beginning work. Typically, the scope of work of each Task Order consists of clearing an easement from manhole to manhole or more as determined by the County Representative. The distance between two manholes is generally not more than 400 feet. The area to be rated is the distance between two manholes or more times the width of the easement, which is typically 20 feet. However, in some cases, these parameters vary. If the area to be rated consists of tree(s), the rating shall correspond to the size of tree(s) indicated in Item D above, predominantly occurring and existing within the area. If in the opinion of the County Representative, an easement area obviously consists of more than one category (e.g. one portion is grassy and bushy, while the other is concentrated with different sizes trees), then multiple ratings shall be used and the provision of Paragraph 1.05.A under Section 01025 shall apply.

I. If the Contractor disagrees with the easement rating and/or the potential selective tree clearing then the disagreement must be presented to

the Public Works Department Director, or their designated representative, for resolution. The decision of the Public Works Department Director, or their designated representative, is final.

J. The Contractor must locate the next nearest manhole prior to clearing the easement between the two manholes. After locating the next nearest manhole a line will be drawn between the manholes and both the centerline and the easement boundaries marked. This marking of the easement will be done to prevent damage to the next nearest manhole and to ensure the Contractor stays within the easement boundaries.

K. The diameter of trees shall be measured at the diameter breast height (DBH) - approximately four feet above ground level. This diameter will be used to rate each easement for clearing, for selective tree removal and stump grinding.

L. Height of Cut: The Contractor shall clear grasses, trees, bushes and brush within easement to ground level. No stubs or stumps will be allowed to remain above ground level that could cause personal injury or damage to County vehicles fitted with passenger grade street tires. This height of cut applies to mechanical as well as hand-cleared areas.

M. All grasses, debris, trees, brush etc. will be removed from the easement or mulched and uniformly spread on the easement. The County Representative must approve mulching of the debris. The County Representative must approve the quality of the mulch prior to being spread. The County Representative has the sole discretion of having the Contractor spread or dispose of the materials. Burning or burying will not be allowed. Excessive thickness of mulch will not be allowed. The Contractor may be required to relocate or distribute excessive amount of mulch in other County easements.

N. Width of Cut: Typically, the width of cut will be from edge of easement to edge of easement unless otherwise directed by the County Representative. Typically, the easements are 20 feet wide. Typically, the limits of the clearing shall be measured 10 feet from either side of the center of the pipeline; however, the County may direct a wider or narrower width to be cleared.

O. Once an easement has been marked, the Contractor and County Representative will walk the easement discussing the rating and potential selective tree removal. In some cases, and at the discretion of the County Representative, he may direct the Contractor to save particular tree(s). Once the County Representative has determined which trees should be selectively removed and saved, the Representative will contact the Construction Manager, or their designated representative, for final approval.

P. The Contractor will provide personnel and equipment on a per hour basis for those situations that do not fit the standard per square foot pricing. The categories of personnel include Supervisor, Field Crew Leader,

Equipment Operator, and Clearing Laborer. The categories of equipment include tractor 4x4 with FAE flail forest mower (Tractor w/ Flail), tractor 4x4 with hydraulic door mower (Tractor w/ Mower), Disc Chipper, Chip/Dump Truck, Pick-up Truck, Dovetail Truck, and Chainsaw.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$382,764.50 (Three Hundred Eighty Two Thousand Seven Hundred Sixty Four Dollars and Fifty Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

## BID FORM

Submitted To: Fulton County Government

Submitted By: Mariani Enterprises, LLC dba Ed Castro Landscape

For: **24ITB133563A-JWT, Sanitary Sewer Easement Maintenance**

Submitted on December 6th, 2024.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ 382,764.50

**(Dollar Amount In Numbers)**

Three Hundred Eighty Two Thousand Seven Hundred Sixty Four Dollars and Fifty Cents

**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work



be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

ITEM DESCRIPTION	Unit	ESTIMATED QTY	UNIT COST	TOTAL COST
<b><u>ITEM No. 1 EASEMENT CLEARING</u></b>				
a. Hand clearing	SF	150,000	.01	1500.00
b. Mow	SF	217,750	.01	2,177.50
c. Light	SF	1,237,000	.02	24,740.00
d. Moderate	SF	1,657,000	.02	33,140.00
e. Medium	SF	1,800,000	.03	54,000.00
f. Heavy	SF	830,000	.03	24,900.00
g. Extra Heavy including Mulching	SF	400,000	.05	20,000.00
h. Creek Crossing Cleaning	LF	1,000	100.00	100,000.00
<b><u>ITEM No. 2 SELECTIVE TREE REMOVAL</u></b>				
a. Selective Tree – 4.1	EA	3	357.00	1,071.00
b. Selective Tree – 8.1	EA	3	1,785.00	5,355.00
c. Selective Tree – 14.1	EA	3	4,570.00	13,710.00
d. Selective Tree – 20.1	EA	3	7,142.00	21,426.00
e. Selective Tree – 26.1	EA	3	10,857.00	32,571.00
<b><u>ITEM No. 3 TREE STUMP GRINDING</u></b>				
a. Stump Grinding – 4.1	EA	3	333.00	999.00
b. Stump Grinding – 8.1	EA	3	500.00	1,500.00
c. Stump Grinding – 14.1	EA	3	500.00	1,500.00
d. Stump Grinding – 20.1	EA	3	500.00	1,500.00
e. Stump Grinding – 26.1	EA	3	500.00	1,500.00



The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

N/A \_\_\_\_\_ Dollars

(\$ N/A \_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #      1 \_\_\_\_\_      DATED 11/25/2024 \_\_\_\_\_

ADDENDUM #      2 \_\_\_\_\_      DATED 11/25/2024 \_\_\_\_\_

ADDENDUM #      3 \_\_\_\_\_      DATED 11/25/2024 \_\_\_\_\_

ADDENDUM #      \_\_\_\_\_      DATED \_\_\_\_\_

**BIDDER:** Mariani Enterprises, LLC dba Ed Castro Landscape

Signed by: James Davis  
[Type or Print Name]

Title: President

Business Address: 1125 Old Ellis Rd. Roswell, GA 30076

Business Phone: 770-998-8444

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

***Name***

James Davis, President

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***Address***

1125 Old Ellis Rd. Roswell, GA 30076

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***END OF SECTION***

# **EXHIBIT E**

## **PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** Mariani Enterprises, LLC dba Ed Castro Landscape on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

1903284

EEV/Basic Pilot Program\* User Identification Number

BY: [Signature]  
Authorized Officer of Agent  
(Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Jim Davis

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 5th day of December, 2024.Notary Public: Andrea Nicole MersbachCounty: FultonCommission Expires: Oct. 16, 2028

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means the performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ICB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603]



STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor] Mariani Enterprises, LLC dba Ed Castro Landscape** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1464509

EEV/Basic Pilot Program\* User Identification Number

ONE TWO TREE, LLC

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

BRITTANY HOKE

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25TH day of November, 2024.

Notary Public: Andrea Nicole Mershon

County: Fulton

Commission Expires: Oct. 16, 2028



<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Mariani Enterprises, LLC dba Ed Castro Landscape

Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Business License, Pesticide Contractor, Seed Dealer

Professional License Number: 23624, 15969, 4624

Expiration Date of License: 12/21/2024, 12/31/2024, 7/31/2027

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:  \_\_\_\_\_

Date: December 5th, 2024

**(ATTACH COPY OF LICENSE)**



**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

James Davis, President

1125 Old Ellis Road  
Roswell, GA 30076

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Mariani Enterprises, LLC dba Ed Castro Landscape is a full service landscape management company, growing further in the markets of municipal and commercial services. Ed Castro Landscape is emerging as a leader in the Atlanta Region for Land-Clearing, Right of Way, and Invasive Species Removal services for municipal clients.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Mariani Enterprises, LLC dba Ed Castro Landscape employees have worked directly with Fulton County employees on current and completed projects including Restoration Services, Standby Landscape Design and Installation, and Countywide Landscaping Services.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

**NO**

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

- Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 5th day of December, 2024

Mariani Enterprises, LLC dba  
Ed Castro Landscape

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative) (Date)

President

(Title)

Sworn to and subscribed before me,

This 5<sup>th</sup> day of December, 2024

Andrea Nicole Mershon

(Notary Public)

(Seal)

Commission Expires Oct. 16, 2028

(Date)



**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: ONE TWO TREE, LLC

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor X

Professional License Type: TREE SURGERY AND REMOVAL

Professional License Number: 74285

Expiration Date of License: 12/31/24

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:  \_\_\_\_\_

Date: 11/25/2024

**(ATTACH COPY OF LICENSE)**

#### FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Brittany Hoke, President  
One Two Tree  
PO Box 5226  
Marietta, GA 30061

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Over the past 5 Years, One Two Tree has built our business within the municipal and commercial sectors. We currently manage several City and County contracts within the Metro-Atlanta Region.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship. No

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

NO



5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25th day of November, 2024

ONE TWO TREE, LLC

11/25/2024

(Legal Name of Proponent)

(Date)



11/25/2024

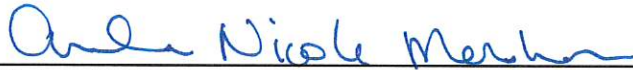
(Signature of Authorized Representative) (Date)

PRESIDENT

(Title)

Sworn to and subscribed before me,

This 25 day of November, 2024

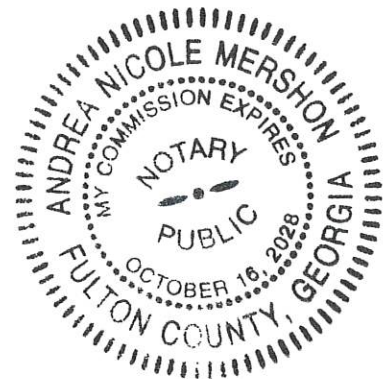


(Notary Public)

(Seal)

Commission Expires Oct 16, 2028

(Date)




STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** Mariani Enterprises, LLC dba Ed Castro Landscape behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

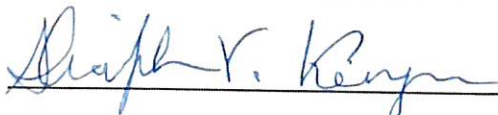
2242834  
EEV/Basic Pilot Program\* User Identification Number

  
BY: Authorized Officer of Agent  
( 4SYT Industries )

President/Owner  
Title of Authorized Officer or Agent of Subcontractor

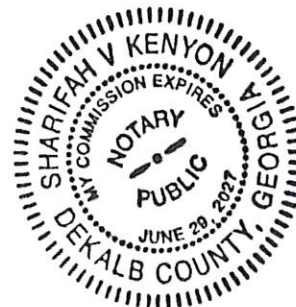
Sheena Parker  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25<sup>th</sup> day of November, 2024

Notary Public: 

County: DeKalb

Commission Expires: June 29<sup>th</sup> 2027



<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual

<sup>4</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603]

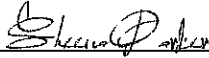
**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: 4SYT Industries

Utility Contractor's Name: N/A

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 11/25/24

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: 4SYT Industries

General Contractor's License Number: N/A

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 11/25/24

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: 4SYT Industries

Performing work as: Prime Contractor ☐ Sub-Contractor ☒

Professional License Type: Business License

Professional License Number: 2024208322

Expiration Date of License: 03/31/2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: Sheila D. Parker

Date: 11/25/24

**(ATTACH COPY OF LICENSE)**

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Sheena Parker  
4002 Highway 78 W, Suite. 530  
Snellville, GA 30039

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

4SYT Industries, in the past five years, has experienced growth in terms of revenue, increased contracts, employee count, and expanded service offerings. These factors have contributed to the company's development, improved market position, and potential for further growth in the future.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

N/A

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

☒ NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

☒ NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES

☒ NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

☒ NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

☒ NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES



If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25<sup>th</sup> day of November, 2024

Sheena Parker 11/25/2024  
(Legal Name of Proponent) (Date)

[Signature] 11/25/24  
(Signature of Authorized Representative) (Date)

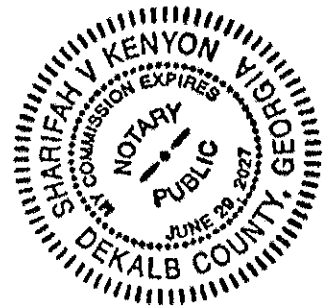
President/owner  
(Title)

Sworn to and subscribed before me,

This 25<sup>th</sup> day of November, 2024

[Signature]  
(Notary Public) (Seal)

Commission Expires June 29<sup>th</sup>, 2027  
(Date)



# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

<https://www.wbenc.org/certification>

SBA – Small Business Administration

[https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm)

### EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (James Davis),  
Name

President

Mariani Enterprises, LLC dba Ed Castro Landscape

\_\_\_\_\_ Title

\_\_\_\_\_ Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: James Davis

TITLE: President

SIGNATURE: 

ADDRESS: 1125 Old Ellis Rd. Roswell, GA 30076

PHONE NUMBER: 770-998-8444

EMAIL: jdavis@edcastro.com

### EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** Mariani Enterprises, LLC dba Ed Castro Landscape

**ITB/RFP Name & Number:** 24ITB1335637A-JWT Sanitary Sewer Easement Maintenance

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** \*If yes, Prime must submit a copy of recent certification.

☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ Less Than or Equal To: Or NA PER Q3A %  
\$382,764.50

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE)**

Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) <sup>N/A</sup> **WILL DETERMINE POST AWARD**

Total Percentage of Certified Subcontractors: (%) <sup>N/A</sup> **NA PER Q2A**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: President

Business or Corporate Name: Mariani Enterprises, LLC dba Ed Castro Landscape

Address: 1125 Old Ellis Rd. Roswell, GA 30076

Telephone: ( ) 770-998-8444

Fax Number: ( ) 770-518-6905

Email Address: jdavis@edcastro.com

**EXHIBIT B2 FORM**

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]





EXHIBIT C  
FORM SUBCONTRACTOR

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

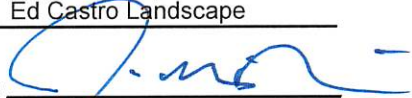
[illegible]

EXHIBIT C  
FORM SUBCONTRACTOR

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: Mariani Enterprises, LLC dba  
Ed Castro Landscape

Project # & Title: 24ITB1335637A-JWT Sanitary Sewer Easement Maintenance

Printed Signature:   
JAMES DAVIS

Date: 12/05/2024

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****SANITARY SEWER EASEMENT MAINTENANCE**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- X, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

**24ITB133563A-JWT****Section 5****Sanitary Sewer Easement Maintenance****Insurance and Risk Management**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)General	Each Occurrence	\$1,000,000
\$2,000,000	Aggregate	
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises		
Limits	\$100,000	

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

**4. UMBRELLA LIABILITY**

Each Occurrence	
/Aggregate	\$2,000,000
(In excess of above noted coverages)	

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where Applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any

employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

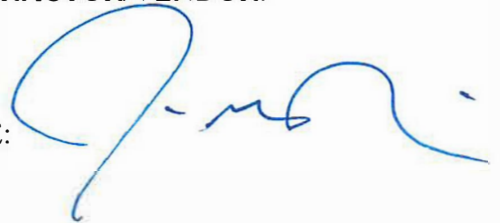
Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Mariani Enterprises, LLC dba  
Ed Castro Landscape

SIGNATURE:



NAME: James Davis

TITLE: President

DATE: 12/5/2024



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
02/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b> <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Travelers Property Cas Co of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Mariani Enterprises, LLC dba Ed Castro Landscape 1125 Old Ellis Rd Roswell GA 30076 USA															

**COVERAGES**
**CERTIFICATE NUMBER: 570110758365**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO202815005	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP2028151-05	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	Y	CUP2T53473724NF	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	Y	WC202814904	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: 24ITB133563A-JWT Sanitary Sewer Easement Maintenance, Landscape Maintenance/Easement Clearing for North/South areas of Fulton County (multiple locations). Fulton County Government, its Officials, its Officers and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Fulton County Government - Purchasing and Contract Compliance Department in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. The General Liability policy evidenced

**CERTIFICATE HOLDER**
**CANCELLATION**

Fulton County Government - Purchasing and Contract Compliance Department 130 Peachtree Street, SW Suite 1168 Atlanta GA 30303-3408 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

Holder Identifier : A

Certificate No : 570110758365







ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Mariani Enterprises, LLC	
POLICY NUMBER See Certificate Number: 570110758365			
CARRIER See Certificate Number: 570110758365	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
herein contains Contractual Liability coverage in accordance with policy terms and conditions as required by written contract.

AGENCY CUSTOMER ID: 570000085785  
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Mariani Enterprises, LLC
POLICY NUMBER See Certificate Number: 570110758365		
CARRIER See Certificate Number: 570110758365	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Excluded Members

Workers Compensation includes a corporate officer and/or directors' exclusion.



## Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO202815005

Effective Date: 4 / 1 / 2024

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
  - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## Certificate Of Completion

Envelope Id: 6885C95D-3F80-4EF1-BC65-7A6811284CCE

Status: Completed

Subject: Sanitary Sewer Easement Maintenance - Contract

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 94

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Janelle Walker

AutoNav: Enabled

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30303

janelle.walker@fultoncountyga.gov

IP Address: 73.184.132.220

## Record Tracking

Status: Original

Holder: Janelle Walker

Location: DocuSign

2/13/2025 9:59:14 AM

janelle.walker@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

## Signer Events

## Signature

## Timestamp

David Clark

david.clark@fultoncountyga.gov

Director

Public Works

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*David Clark*

65CE1C9FDD834B8...

Sent: 2/13/2025 10:09:35 AM

Viewed: 2/13/2025 10:14:21 AM

Signed: 2/13/2025 10:14:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.174.59.10

## Electronic Record and Signature Disclosure:

Accepted: 11/13/2017 1:07:14 PM

ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

Denval Stewart

denval.stewart@fultoncountyga.gov

Security Level: Email, Account Authentication  
(None)

Signed by:

*Denval Stewart*

8B574564AFF0466...

Sent: 2/13/2025 10:14:33 AM

Viewed: 2/18/2025 11:58:24 AM

Signed: 2/18/2025 12:00:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 98.62.245.48

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners  
Fulton County Government

Security Level: Email, Account Authentication  
(None)

**Completed**

Sent: 2/18/2025 12:00:04 PM

Resent: 3/5/2025 10:52:37 AM

Viewed: 3/5/2025 11:29:22 AM

Signed: 3/5/2025 11:52:18 AM

Using IP Address: 74.174.59.10

## Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM

ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

harriet.thomas@fultoncountyga.gov

Chairman

Security Level: Email, Account Authentication  
(None)

Signed by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Sent: 3/5/2025 11:52:20 AM

Viewed: 3/5/2025 3:17:57 PM

Signed: 3/5/2025 3:18:07 PM

Signature Adoption: Pre-selected Style

Using IP Address: 68.208.197.4

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/5/2025 3:17:57 PM ID: 443d2b54-54e7-4098-87c7-53605400da94		
Tonya R. Grier Tonya.Grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by: <i>Tonya R. Grier</i> EEC476C4837648D...</div><div>Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191</div></div>	Sent: 3/5/2025 3:18:10 PM Viewed: 3/6/2025 7:44:28 AM Signed: 3/6/2025 7:44:38 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/6/2025 7:44:40 AM Viewed: 3/6/2025 11:07:47 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		
Andrenette Whitlow andrenette.whitlow@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/6/2025 7:44:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		
Shandha Read shandha.read@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/6/2025 7:44:42 AM Viewed: 3/6/2025 9:24:25 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/13/2025 10:09:35 AM
Certified Delivered	Security Checked	3/6/2025 7:44:28 AM
Signing Complete	Security Checked	3/6/2025 7:44:38 AM
Completed	Security Checked	3/6/2025 7:44:42 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.